

Exhibit 3

SECOND AMENDMENT
OF
REVENUE POOLING AGREEMENT

Adirondack Transit Lines, Inc., d/b/a Adirondack Trailways, and its corporate affiliates, Pine Hill-Kingston Bus Corp., d/b/a Pine Hill Trailways, and Passenger Bus Corporation, d/b/a New York Trailways, New York corporations, maintaining their principal office at 411 Washington Avenue, Kingston, New York 12401 (together "ADT"), on the one hand, and, on the other, Greyhound Lines, Inc., a Delaware corporation, maintaining its principal office at 15110 North Dallas Parkway, Dallas, Texas 75248 and its wholly owned subsidiary, Vermont Transit Co., Inc., a Vermont corporation maintaining its principal office at 106 Main Street, Burlington, Vermont 05401 (together "GLI"), having entered into a Revenue Pooling Agreement, approved, pursuant to 49 U.S.C. 14302, by the Surface Transportation Board in Decision STB No. MC-F-20910, ADIRONDACK TRANSIT LINES, INC., PINE HILL-KINGSTON BUS CORP., AND PASSENGER BUS CORPORATION – POOLING – GREYHOUND LINES, INC., AND VERMONT TRANSIT CO., INC., served December 18, 1997, as amended on July 15, 1999, and intending it should be further amended, subject to the approval of the Surface Transportation Board, if required, agree:

1. Notwithstanding Section 2.a of the Agreement, on or before March 31, 2000, the TRIPS ticketing system will be installed at all automated ADT terminals or agency stations. Thereafter, all passenger tickets issued by ADT at its automated locations on the Pooled Routes will be sold using the TRIPS system and GLI ticket stock. All manual tickets issued by ADT at manual locations for transportation on the Pooled Routes will be sold using GLI ticket stock. Additionally, all package express sold by ADT at all automated or manual locations on the Pooled Routes will continue to be sold using GLI busbills. All automated and manual ticket sales from locations on the Pooled Routes will be reported and remitted to GLI and GLI will account for, settle and remit to ADT its portion of the Net Pool Revenue.

2. Subpart B of Section 19.b of the Agreement shall be modified to read:

"(B) in the case of GLI: (i) at any time on or prior to October 1, 2002, any sale or transfer of all or any portion of its capital stock or any merger involving GLI, and (ii) at any time after October 1, 2002, any sale or transfer of capital stock, so long as not more than eighty percent (80%) of such capital stock that constitutes voting stock is acquired by any person or "group" within the meaning of Rule 13d-5 of the 1934 Act, except that the acquisition of all of GLI's capital stock by Laidlaw Inc., pursuant to a merger transaction shall be deemed to be a Permitted Transaction;"

3. The first sentence of Section 25 shall be modified to read:

"The parties agree that except by mutual written consent, the parties will spend not less, individually or collectively, on advertising the Pooled Route service than

two percent (2%) of annual sales on the Pooled Routes, except that for calendar years 1998, 1999, 2000 and 2001, the minimum shall be one percent (1%)."

4. Except as set forth herein, the terms, provisions and conditions of the Agreement shall remain as originally stated and will remain in full force and effect.

5. Each Party hereby represents that this Supplemental Agreement has been duly executed by an authorized representative empowered to bind such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Agreement as of the day and year herein written.

ADIRONDACK TRANSIT LINES, INC.

By: Eugene J. Berardi, Jr.
 Name: Eugene J. Berardi, Jr.
 Title: President

Date: 10/14/99

PINE HILL-KINGSTON BUS CORP.

By: Eugene J. Berardi, Jr.
 Name: Eugene J. Berardi, Jr.
 Title: President

Date: 10/14/99

PASSENGER BUS CORPORATION

By: Eugene J. Berardi, Jr.
 Name: Eugene J. Berardi, Jr.
 Title: President

Date: 10/14/99

GREYHOUND LINES, INC.

By: Craig R. Hentzsch
 Name: Craig R. Hentzsch
 Title: President & CEO

Date: 10/15/99

Approved as to form
 By ME
 Attorney

VERMONT TRANSIT CO., INC.

By: Craig R. Hentzsch
 Name: Craig R. Hentzsch
 Title: President & CEO

Date: 10/15/99